

## SECTION XIV

### VISITS TO ESTABLISHMENTS

14.1. Each Participant will permit visits to its government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participants or by employees of the other Participants' Contractor(s), provided that the visit is authorized by all Participants that are involved in the visit and the employees have appropriate security clearances and a need-to-know.

14.2. Visiting personnel will comply with the security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel and will be subject to the provisions of this MOU.

14.3. Requests for visits by personnel of one Participant to a facility of another Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will bear the name of the Project.

14.4. Lists of personnel of each Participant required to visit, on a continuing basis, establishments, institutes, agencies or Contractor's premises of another Participant will be submitted through official channels in accordance with recurring international visit procedures.

## SECTION XV CLAIMS AND LIABILITY

15.1. Subject to multilateral and bilateral treaties and agreements of the Participants, when applicable, the following provisions will apply regarding liability arising out of, or in conjunction with activities carried out in the performance of official duty in the execution of this MOU:

15.1.1. With the exception of loss of or damage to Project Equipment, which is addressed in Section XIV (Project Equipment), each Participant waives all claims against the other Participants in respect to injury or death of its military or civilian personnel and for damage to or loss of its property caused by such personnel of another Participant. If, however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant, its personnel or agents, the costs of any liability will be borne by that Participant alone.

15.1.2. Claims from any other persons for damage of any kind caused by one of the Participants' personnel will be processed by the most appropriate Participant, as determined by the Participants. The cost incurred in satisfying such claims will be borne equally by the Participants. If, however, such liability results from the reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant's personnel, the costs of any liability will be borne by that Participant alone.

15.2. Claims arising under any Contract awarded under this MOU will be resolved in accordance with the provisions of the Contract, taking into consideration the provisions set forth in paragraph 6.2 of the Section VI (Contractual Provisions).

SECTION XVI  
ADMISSION OF NEW PARTICIPANTS

16.1. Should another national defense organization apply to join the collaborative effort, the SC will consider such an application, explore the possibility of establishing provisions for the proposed additional Participant's participation and make recommendations to the Participants, having full regard to the provisions of the existing MOU governing the collaborative effort and the contributions which have already been made by the Participants.

16.2. The entry of a new Participant will require the unanimous written consent of the Participants through an amendment to the MOU.

## SECTION XVII

### SETTLEMENT OF DISPUTES

Any disputes between or among the Participants arising under or relating to this MOU will be resolved only by consultation among the Participants and will not be referred to a national or international tribunal or any other person or entity for settlement.

SECTION XVIII  
AMENDMENT, WITHDRAWAL AND TERMINATION

18.1. All activities of the Participants under this MOU will be carried out in accordance with their respective national laws and the financial responsibilities of the Participants under this MOU will be carried out subject to the availability of appropriated funds for such purposes.

18.2. This MOU may be amended at any time by the unanimous written approval of the Participants.

18.3. If any Participant considers it necessary to discontinue its participation in the MOU, it will promptly notify the other Participants and the matter will be subject to immediate consultation among the Participants with a view to jointly deciding how best to continue the Project.

18.4. If, after consultation a Participant wishes to proceed with withdrawal, the following procedures will apply:

18.4.1. The withdrawing Participant will notify the other Participants in writing of its decision to withdraw. The notice will give the effective date of withdrawal which will be not less than 90 days from the date of written notification;

18.4.2. The withdrawing Participant will continue its participation, financial and otherwise, until the effective date of withdrawal and will continue to enjoy benefits arising from the MOU that accrued in accordance with Section VIII (Disclosure and Use of Project Information) to that date. Such Participant will deliver a report to the SC providing the results of its previously unreported work up to the withdrawal date;

18.4.3. Each Participant will pay the costs it incurs as a result of the withdrawal(s).

18.5. Project Information, and benefits pertaining to it, received by a withdrawing Participant under this MOU prior to the effective date of withdrawal will be retained by the withdrawing Participant subsequent to withdrawal.

18.6. Project Information and benefits pertaining to it, received from a withdrawing Participant under this MOU will be retained by the other Participants subsequent to withdrawal.

18.7. The Participants may terminate this MOU at any time by unanimous written consent.

18.8. In the event of a unanimous decision by the Participants to terminate the Project, they will consult to ensure its prompt termination on the most economical and equitable terms.

18.9. The benefits and responsibilities of the Participants regarding Section VIII (Disclosure and Use of Project Information), Section IX (Third Party Sales and Transfers), Section XI (Security), Section XII (Controlled Unclassified Information), Section XIII (Project Equipment), Section XV (Claims and Liabilities), and Section XVII (Settlement of Disputes) will continue irrespective of any Participant's withdrawal or termination or expiration of this MOU.

SECTION XIX  
EFFECTIVE DATE

19.1. This MOU consists of Sections I to XIX and one Annex. It becomes effective when it has been signed on behalf of all the Participants upon the date of the last signature and unless terminated or extended by the written consent of the Participants, will remain in effect for five years.

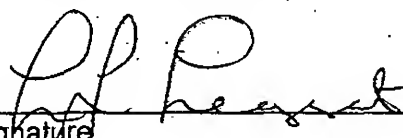
19.2. This MOU is written in the English and French languages, each text being equally authentic.

The foregoing represents the understandings reached among the Participants on the matters referred to therein.

Signed by the authorized representatives of the Participants:



FOR THE MINISTER OF NATIONAL DEFENCE OF CANADA:

  
Signature

L.J. Leggat

Name

Assistant Deputy Minister  
(Science & Technology)

Title

Ottawa, Ontario, Canada

Location

22 December 2000

Date

FOR THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC:

*Helmer*

Signature

**Jean-Yves HELMER**

Name

**le Délégué Général pour l'Armement**

Title

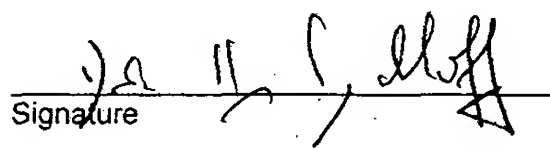
*Paris*

Location

**16 JAN. 2001**

Date

FOR THE MINISTRY OF DEFENCE OF  
THE FEDERAL REPUBLIC OF GERMANY:

  
Signature

Dr. H. Rudloff  
Name

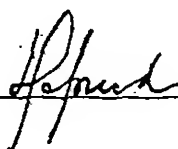
MinR  
Title

Koblenz  
Location

27.11.2000  
Date

FOR THE MINISTER OF DEFENCE OF THE REPUBLIC OF ITALY:

Signature



Ten. Gen. Roberto DI CAPUA

Name

Direttore Generale di TELEDIFE

Title


Roma

Location

04 DIC. 2000

Date

FOR THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS:

  
\_\_\_\_\_  
Signature

D. van Dord

\_\_\_\_\_  
Name

Director Research and Development

\_\_\_\_\_  
Title

The Hague, NL

\_\_\_\_\_  
Location

\_\_\_\_\_  
Date

16/02/2001